

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2019-147-T - ORDER NO. 2020-73
FEBRUARY 5, 2020

IN RE: Application of Miracle Movers, Inc. to)	ORDER GRANTING
Amend Class E (Household Goods))	CLASS E HOUSEHOLD
Certificate of Public Convenience and)	GOODS CERTIFICATE
Necessity No. 9835, along with a Request to)	STATEWIDE
Amend Tariff (See Docket No. 2016-377-T))	AUTHORITY AND
)	AMENDING TARIFF

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Miracle Movers, Inc. (“Applicant” or “Miracle Movers”) to amend its Class E (Household Goods) Certificate of Public Convenience and Necessity (“CPC&N”). Applicant was granted CPC&N No. 9835 to provide household goods moving services in Horry, Georgetown, and Charleston Counties on March 3, 2017. *See* Order No. 2017-58, Docket No. 2016-377-T. Applicant now seeks a CPC&N with authority to move household goods throughout the state. Notice of this Application was timely published pursuant to S.C. Code Ann. Regs. 103-132 on May 17, 2019. No parties intervened. A hearing was originally scheduled for August 21, 2019, but was continued until January 22, 2020, at the request of the Applicant. A Notice of the rescheduled hearing was published on November 29, 2019.

The parties at the hearing were the Applicant, represented by Charles L.A. Terreni, Esquire, and the Office of Regulatory Staff (“ORS”), represented by Alexander W.

Knowles, Esquire. The ORS informed the Commission it did not oppose Miracle Movers' Application.

Miracle Movers called the Managing Partner of its Myrtle Beach office, Hannah Underwood, as a witness. Miracle Movers is a North Carolina based company with locations in North Carolina, Pennsylvania, and South Carolina. Ms. Underwood previously worked in the Applicant's office in Wilmington, North Carolina, and moved to Myrtle Beach about one year ago to take over the Myrtle Beach office.

Ms. Underwood believes South Carolina's rapid population growth will provide an opportunity for Miracle Movers' household goods moving business. Ms. Underwood plans to reach customers by advertising in newspapers, social media outlets, and by word of mouth. Ms. Underwood also told the Commission that Miracle Movers is involved in the community, sponsoring activities such as a charity walk to benefit persons with Down Syndrome. Neither she, nor Miracle Movers, have any outstanding orders, or court judgments against them and they agree to comply with the Commission's rules and regulations.

Applicant is exempt from having a safety rating from the U.S. Department of Transportation. Ms. Underwood testified that there are no complaints or judgments against her or Miracle Movers, she has adequate equipment and facilities to provide moving services and has adequate financial resources. Miracle Movers has obtained appropriate insurance, as evidenced by the certificates filed with its Application.

Applicant also sought to amend its tariff. Ms. Underwood testified that Miracle Movers would like a simpler tariff and seasonal rates. Miracle Movers currently uses the

tariff of the South Carolina Tariff Bureau, Inc., but proposes to create its own specific tariff and requests the Commission's approval of such tariff.

The South Carolina Office of Regulatory Staff (ORS) completed a review of the proposed tariff and submitted its findings to the Commission on January 22, 2020. ORS's Impact Study revealed that Miracle Movers was in compliance with the Commission's rules and regulations at its compliance review on July 12, 2019. Furthermore, ORS advises that Miracle Movers is currently in compliance with all filing and reporting requirements, and no consumer complaints have been filed against the Company within the past twelve months.

Miracle Movers will continue to use its existing Bill of Lading. Miracle Movers has five trucks and 11 employees. It will hire additional employees after appropriate background checks. Mr. Underwood testified that business is brisk, and Miracle Movers would like to add locations over the next five years. A new office in Charleston is planned this year.

The Applicant submitted the affidavit of shipper witness, Anne Marie Brock, which was given prior to the hearing with permission from the Commission. Order No. 2019-97-H. Ms. Brock, a Realtor with 14 years of experience testified that she knows of the need for qualified movers. Ms. Brock said the public interest would be served by granting a CPC&N to Miracle Movers.

The Commission finds Miracle Movers has demonstrated that it is fit, willing, and able to operate a household goods mover under S.C. Code Ann. Section 58-23-330 and S.C. Code Ann. Regs. 103-133. We also find that the public convenience and necessity is

not already being served by existing authorized services. Therefore, Miracle Movers' Application for statewide authority should be granted. The Commission also finds Miracle Movers' proposed tariff conforms with the Commission's rules and regulations and should be approved. We note that no parties have filed in opposition to the rates proposed by the Applicant.

IT IS THEREFORE ORDERED:

1. The Application of Miracle Movers, Inc. to amend its Class E (Household Goods) Certificate of Public Convenience and Necessity to include authority to transport household goods to points and places throughout the state is approved.

2. Upon compliance with S. C. Code Ann. Section 58-23-10 *et seq.*, and the applicable regulations for Motor Carriers, a new Certificate will be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

3. The motor carrier's services authorized by this Order will not be provided prior to compliance with the above-referenced requirements and receipt of a Certificate.

4. Failure of the Applicant to either 1) complete the certification process by complying with the Office of Regulatory Staff requirements within ninety (90) days of this Order, or 2) to request and obtain from the Commission additional time to comply with the requirements stated above, will cause this Order granting the Application to be null and void, and the Application will be dismissed without prejudice. No further order of this Commission is necessary.

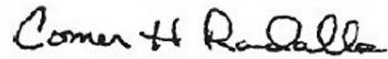
5. Under the two-month reporting requirement continued in Order No. 2014-443 (May 21, 2013), the ORS is requested to furnish the name and docket number of the

Applicant to the Commission, should the Applicant fail to meet the requirements of the present Order. If such notification is provided, the docket will be closed.

6. The Application of Miracle Movers, Inc. for approval of its proposed tariff is approved, subject to compliance with all applicable statutes, rules, and regulations. The approved tariff is attached as Order Exhibit 1.

7. This Order will remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



Comer H. "Randy" Randall, Chairman

ATTEST:



Jocelyn Boyd, Chief Clerk/Executive Director

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

TABLE OF CONTENTS

Title Page	1
Table of Contents	2
Applicability of Tariff	3
<u>SECTION 1</u>	4
1.0 Transportation Charges	4
1.1 Hourly Rates and Charges	4
1.2 Office Hours / Minimum Hourly Charges	4
<u>SECTION 2</u>	5
2.0 Additional Services	5
2.1 Bulky Article Charges	5
2.2 Elevator or Stair Carry	5
2.3 Excessive Distance or Long Carry Charges	5
2.4 Pick Up and Delivery	5
2.5 Packing and Unpacking	6
2.6 Piano Charges	6
2.7 Articles, Special Servicing	6
2.8 Waiting Time	6
<u>SECTION 3</u>	
3.0 Rules and Regulations	7
3.1 Claims	7
3.2 Computing Charges	7
3.3 Governing Publications	7
3.4 Bill of Lading, Contract Terms, Conditions	7
3.5 Items of Particular Value	8
3.6 Delays	8
<u>SECTION 4</u>	
4.0 Promotions	8
4.1 Military/Senior Citizens	8
<u>SECTION 4</u>	
5.0 Credit/Debit Card Transaction Fees	8

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Miracle Movers, Inc. These services are furnished between points and places in South Carolina.

SECTION 1**1.0 Transportation Charges**

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a “straight time” basis, with a minimum hourly charge as set out below plus one hour of travel time. The clock starts at the appropriate hourly rate when the movers arrive at the customers first pick up location and the clock stops at the customers destination.

October – March**Movers****Hourly Rate**

Two Men and a Truck	\$100.00
Three Men and a Truck	\$140.00
Four Men and a Truck	\$180.00
Each Additional Man	\$40.00 per man/per hour
Each Additional Truck	\$40.00 per truck/per hour

April – September**Movers****Hourly Rate**

Two Men and a Truck	\$110.00
Three Men and a Truck	\$150.00
Four Men and a Truck	\$190.00
Each Additional Man	\$40.00 per man/per hour
Each Additional Truck	\$40.00 per truck/per hour

1.2 Office Hours / Minimum Hourly Charges:

Miracle Movers, Inc. will operate Monday – Sunday 8:00am- 8:00pm

Monday- Sunday	Two-Hour Minimum Charge
Recognized Federal Holidays	Three- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, Miracle Mover, Inc. will charge the applicable minimum.

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 A- Bulky Article Charges (per item), when moving with other household items

- Floor Model Television (48" or above) - \$120
- Pool Tables- \$275
- Gun cabinet - \$150
- Steel Gun Cabinet (in excess of 400 lbs.) - \$200
- Hot Tubs, Whirlpools - \$250
- Riding Lawnmowers- \$120
- Freezers - \$90
- Flat Screen Televisions (41" or above) \$70.00
- Golf Carts \$150

The following charges shall be assessed at their listed flat rate for any moves that stay within the Horry County limits:

2.1 B – Bulky Article Charges (per item), when moving them as single items (only in Horry County)

- Floor Model Television (48" or above) - \$450
- Pool Tables- \$600
- Gun cabinet - \$250
- Steel Gun Cabinet (in excess of 400 lbs.) - \$300
- Steel Gun Cabinet (in excess of 600 lbs.) - \$500
- Hot Tubs, Whirlpools (max capacity of 4 persons) - \$400
- Hot Tubs, Whirlpools (max capacity of 6 persons) - \$600
- Freezers - \$300
- Flat Screen Televisions (41" or above) - \$150
- Golf Carts - \$300
- Riding Lawnmower - \$250

2.2 Elevator or Stair Carry

Miracle Movers, Inc. does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 A or Section 2.1 B above.

2.3 Excessive Distance or Long Carry Charges

Miracle Movers, Inc. does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

Miracle Movers, Inc. will charge the hourly fee for additional stops or delays.

2.5 Packing and Unpacking

2.5.1 Miracle Movers, Inc. will charge 3 times the box price if packing a whole house the day before the move.

2.5.2 Miracle Movers, Inc. will charge hourly rate plus boxes at box price, if packing the day of the move.

2.5.3 Miracle Movers, Inc. is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Miracle Movers, Inc. reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Piano Charges

- When moving an upright piano with other household items there will be a flat charge of \$150 added onto the bill. If the Upright is being moved by itself there will be a charge of \$300, will move as single item only in Horry County.
- When moving a Baby Grand piano with other household items there will be a flat charge of \$250 added onto the bill. If moving the baby Grand by itself there will be a flat rate of \$500, will move only as a single item in Horry County.

- When moving a Grand Piano with other household items there will be a flat charge of \$300 added onto the bill. If moving a Grand Piano by itself there will be a flat rate of \$500, will only move as a single item in Horry County.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Miracle Movers, Inc.

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

- 3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2** Claimant must notify carrier of all claims for concealed damage within 30 days of the move. Miracle Movers, Inc. must be given reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Miracle Movers, Inc. reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Miracle Movers, Inc. immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 Computing Charges

Miracle Movers, Inc. rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

Miracle Movers, Inc. rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

Miracle Movers, Inc. does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Miracle Movers, Inc. will not accept responsibility for safe delivery of such articles if they come into Miracle Movers, Inc. possession with or without Miracle Movers, Inc.'s knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Miracle Movers, Inc.'s Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

Miracle Movers, Inc. shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

SECTION 4

4.0 PROMOTIONS

Miracle Movers, Inc. shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1 Military/Senior Citizens

A promotional rate of normal hourly service charges for moving, packing and unpacking items listed below will be applied for customers who are active duty military, disabled veterans, and senior citizens that provide proper proof of same. Extra chargeable items will follow rates in Section 2. These jobs will receive a 5% discount off the total of the bill. The hourly rates will stay the same as seen in Section 1.

SECTION 5

5.0 CREDIT CARD TRANSACTION FEES

Miracle Movers, Inc. shall apply a 3% transaction fee to any bill, in which the customer pays with a credit card or a debit card.